

Exhibit 14

**UDC OPTION AND TERMS SHEET FOR PURCHASE OF ASSETS OF
FORMER UTILITY DATA CORPORATION**

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FORMER UTILITY DATA CORPORATION**

- Assets to be purchased: The assets to be purchased are all of the right, title and interest (direct or indirect) in, to and under the real and personal property, tangible or intangible, assets used in the business of the former Utility Data Corporation (the “Business”). Such assets are to be mutually determined and agreed upon in good faith.
- Purchase price: The purchase price shall be \$ 4,000,000.
- The Department of Waterworks shall have no more than 180 days from the Closing of the transactions contemplated by the Asset Purchase Agreement dated November 26, 2001 among The Consolidated City of Indianapolis, NiSource Inc. and IWC Resources (the “APA”) within which to close a transaction for the sale of the Business to the Company (the “Option Period”). If the Business is sold to the Company, immediately upon closing, the management fee charged to the Department of Waterworks (the “DOW”) under the Management Agreement shall be the amount quoted by the Company on February 25, 2002, as the management fee in the event of the sale of UDC to the Company.
- Employees: It is intended that the Business shall be acquired as a “going concern.” Therefore, the Company shall offer comparable employment, effective as of the Closing, to all of the employees of the Business. Comparable Employment has the same meaning as the NiSource Severance Policy effective September 1, 1999, as amended by Amendment No. 1 thereto, as previously interpreted by NiSource, and for purposes of that definition “compensation” shall not include any bonus, severance or other benefits. Such employees shall be offered benefits comparable to the benefits that are provided other employees of the Company in comparable positions and with comparable responsibilities.
- Accounts: Until the expiration of the Option Period, the Company shall keep the accounts of the Business separate from all of the other accounts that it manages pursuant to the Management Agreement.
- Definitive Agreement: If the DOW determines to sell the Business to the Company, the parties will negotiate in good faith to reach a definitive agreement (the “Purchase Agreement”) in form and substance satisfactory to the parties, embodying the provisions set forth in this letter with representations, warranties, covenants and indemnification obligations customarily contained in transactions of this nature, provided, however, that the only representations and warranties from the Board or the Consolidated City of Indianapolis relating to the Business shall be those coming from NiSource Inc. and IWC Resources to the Consolidated City of Indianapolis in the APA.

- Material Conditions: The Closing of the Transaction pursuant to the Purchase Agreement will be subject to the following conditions, among others:
 - The Closing of the transactions contemplated by the APA;
 - The “Commencement” by the Company under the Management Agreement; and
 - Such other conditions as are customary for transactions of this character.
- Post Closing Covenants of the Company:
 - The Company will keep the Business in the Consolidated City of Indianapolis or within the district served by the Waterworks;
 - The Company will use commercially reasonable efforts to expand the Business;
 - For the term of the Management Agreement, the Company will not charge the Waterworks, the Board or the City any amount not included in the service fee contained in the Management Agreement for services provided to the Waterworks;
 - For the term of the Management Agreement, the Company will provide the Board or the City the same rights and services as provided currently by the former UDC to the City’s Department of Public Works and to IWC historically;
 - The Company will be subject to the same standards as contained in the Management Agreement;
 - The Company will be subject to the same requirements as contained in the Management Agreement with respect to the return of data, intellectual property, and similar matters within the Business following termination of the Management Agreement;
 - The Company shall provide all Information Technology support necessary for operations separate from the customary UDC customer functions;
 - The Company shall provide that in the event UDC is unable to support the Waterworks operations, directly or indirectly, all proprietary software – including source code and operating manuals – and third party licenses used for all UDC operations in support of the Company’s operation of the Waterworks and other City of Indianapolis contracts shall be available to continue such support without pause;
 - The Company will agree to transition the customer service functions related to customers of the waterworks to the DOW or to a successor

operator of the waterworks assets in the event it no longer provides services under the Management Agreement or in the event of a change of control in either the Company or a direct or indirect parent, and the Company will agree to a reasonable right of first refusal with respect to the customer service functions related to customers of the waterworks in the event it seeks to sell the Business, all on reasonable terms and conditions to be negotiated between the parties; and

- The Company will hold harmless and indemnify the Board and the City with respect to all aspects of the operation of the Business.